

**IN THE COUNTY COURT, DUVAL COUNTY, FLORIDA
CIVIL DIVISION**

**CAROLINE SQUARE REALTY LLC, A LIMITED
LIABILITY COMPANY**

Plaintiff,

CASE NO.:

DIVISION:

-vs-

BRANDON RAGLAND

Defendant(s). /

COMPLAINT FOR EVICTION

Plaintiff, Caroline Square Realty LLC, dba The Square at 59 Caroline , by and through the undersigned counsel, sues Defendant(s), Brandon Ragland, and alleges:

1. This is an action to evict tenants from real property located in Duval County, Florida.
2. The Plaintiff is the landlord of the following real property in said county:
The Square at 59 Caroline
5959 Fort Caroline Rd, Apt 1410, Jacksonville, FL 32277
3. Defendant(s) hold possession of said property under a written rental agreement (Exhibit A). (Note electronic signatures where applicable, if rental agreement electronically sign.)
4. Defendant(s) failed to pay rents due on or before February 16, 2024 of \$1,308.00.
5. The Plaintiff served Defendant(s) the Statutory Notice (Exhibit B) on February 16, 2024 to pay rents due at that time or to vacate the premises, but the Defendant(s) refused to do either. (Note Affidavit/Verification of Service where applicable, if Statutory Notice served by process server.)

WHEREFORE, Plaintiff demands judgment for possession of the property against the Defendant(s), release of any funds deposited into the Registry of the Court, costs and attorney fees, and such other relief as is appropriate.

DATED: March 27, 2024

/s/ Matthew E. Siegel

Matthew E. Siegel

Attorney for Plaintiff/FBN 0107076

The MGFD Law Firm PA

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Email: eservice@mgfdlaw.com



Date of Lease Contract: 05/19/2023

1. **PARTIES:** This Lease Contract (referred to as the "lease", "Lease" or "Lease Contract") is between you, the resident(s) (referred to in this Lease as "Resident"): (List all parties signing the lease contract):

Brandon Ragland

and us, the owner: (name of title owner of the apartment community, who is referred to in this lease as "Owner") The Square at 59 Caroline.

You have agreed to rent from Owner, and Owner has agreed to lease to you, Apartment No. 1410 , Located at: 5959 Fort Caroline Road #1410, Jacksonville, FL 32277 (referred to as the "apartment" or the "premises"), for use as a private residence only pursuant to the terms of this Lease Contract. The Owner's authorized agent is Lofty Asset Management, Inc. (who is referred to herein as "Management"), whose address is 5959 Fort Caroline Rd Jacksonville, FL 32277-1884. Our Management, including all of its employees, officers and managers, is authorized to receive and give notices and demands, collect and receive payments, and exercise all rights, powers and authorities relating to this Lease Contract and management of the apartment community on the Owner's behalf.

The terms "you" and "your" refer to all Residents listed above. The terms "we", "us", and "our" refer to the Owner listed above (or any of Owner's successors in interest or assigns). Written notice to or from Management constitutes notice to or from us. If anyone else has guaranteed performance of this Lease Contract, a separate Lease Contract Guaranty for each guarantor is attached.

2. **OCCUPANTS:** The apartment will be occupied only by you and (list all other occupants not signing the lease)

No one else may occupy the apartment. Persons not listed above must not stay in the apartment for more than 14 consecutive days without our prior written consent, and no more than twice that many days within the lease term.

3. **LEASE TERM:** The initial term of the Lease Contract begins on 05/19/2023 and ends at midnight on 05/18/2024.

This Lease Contract will automatically renew month-to-month unless Resident gives 60 days' written notice of termination or intent to move-out as required by this section and section 34. If the number of days is not filled in, then at least 30 days' notice is required. If you fail to provide us with the required number of days' written notice of your intent to terminate this lease and vacate the premises on the lease expiration date, as required by this section and section 34, then you shall be liable to us for liquidated damages in the sum of: \$1134.00 (equal to one month's rent) in accordance with Florida Statutes (sometimes referred to as "F.S."), Section 83.575(2). This liquidated damage amount relates only to insufficient notice under this section and section 34 and does not limit our collection rights with regard to other amounts you owe us. If the lease term is not a month-to-month tenancy, we must provide you written notice at least 30 days before the end of the lease term if the lease will not be renewed.

BR

5/17/2023 Resident Initials:

Month-to-Month Tenancies: If this Lease Contract renews on a month-to-month basis, then you must pay the amount of rent we charge at the time the month-to-month tenancy commences pursuant to this section and section 15, inclusive of any applicable month-to-month fees and/or premiums. We may change your rent at any time thereafter during a month-to-month tenancy by giving you at least 30 days' written notice. You must abide by all notice requirements set forth in the lease and remain liable to pay all other applicable charges due under the lease during your month-to-month tenancy. Either party may terminate a month-to-month tenancy by giving the other party written notice at least 15 days prior to the end of the monthly rental period. If you fail to provide us at least 15 days' written notice to terminate a month-to-month tenancy prior to the end of the monthly rental period, then you shall be liable to us for an additional 1 month's rent.

4. **RENT AND CHARGES:** Unless modified by addenda, you will pay the amount listed below as the "Total Monthly Rental Payment" per month for rent, payable in advance and without demand to our on-site Management office.

Monthly Rent:	\$1134.00
Monthly Utilities:	\$65.00
Pet Rent:	\$0.00
Parking:	\$0
Lease Lock	\$34.00
Monthly Concession:	\$0.00
Total Monthly Rental Payment:	\$1233.00

You must pay your rent on or before the 1st day of each month with no grace period. Cash will not be accepted at any time or for any reason. You must not withhold or offset rent unless authorized by statute. We may, at our option and at any time, require that you pay all rent and other sums in certified funds such as cashier's check or money order, we may also require one monthly check rather than multiple checks. If you do not pay your rent by the 3rd day of the month, then you shall pay a late charge of \$75.00 plus \$5.00 a day. You shall also pay a charge of \$35.00 for each returned check or rejected electronic payment, plus late charges from due date until we receive acceptable payment. If you do not pay rent on time, you shall be delinquent, and we shall be permitted to pursue all remedies available to us under this Lease Contract and applicable laws.

Failure to pay rent timely or the violation of the animal restrictions results in additional expenses and costs incurred by us. The late fee and animal violations provisions are intended to be liquidated damages, because the damages in such instances are difficult to determine. The amount of late rent and animal violation fees charged are reasonable estimates of the administrative expenses, costs, and damages we would incur in such instances. All of the foregoing charges will be considered to be additional rent.

The utility allowance covers the costs of standard usage of water, sewer, trash and pest control. Resident is responsible for all other utilities and for costs incurred by us due to your excessive use of or need for water, sewer, trash or pest control services.

The Prorated rent of \$517.00 is due upon move in and covers the balance for the remainder of that calendar month's rent.

Resident(s) moving in on or after the 25th of the current month will also be required to pay the following month's rent at time of move in.

5. **Keys provided at Move In:**

Apartment key(s)	<u>2</u>
Mailbox key(s)	<u> </u>
Access control Cards	<u> </u>
Fobs	<u> </u>

6. **SECURITY DEPOSIT:** Unless modified by addenda, the total security deposit at the time of execution of this Lease Contract, for all residents in the apartment is **\$0.00**, due on or before the date the lease contract is signed. Any security deposit or advance rent you paid is being held in a Separate NON-INTEREST-bearing account held at Chase Bank.

YOUR LEASE REQUIRES PAYMENT OF CERTAIN DEPOSITS. THE OWNER MAY TRANSFER ADVANCE RENTS TO THE OWNER'S ACCOUNT AS THEY ARE DUE AND WITHOUT NOTICE. WHEN YOU MOVE OUT, YOU MUST GIVE THE OWNER YOUR NEW ADDRESS SO THAT THE OWNER CAN SEND YOU NOTICES REGARDING YOUR DEPOSIT. THE OWNER MUST MAIL YOU NOTICE, WITHIN 30 DAYS AFTER YOU MOVE OUT, OF THE OWNER'S INTENT TO IMPOSE A CLAIM AGAINST THE DEPOSIT. IF YOU DO NOT REPLY TO THE OWNER STATING YOUR OBJECTION TO THE CLAIM WITHIN 15 DAYS AFTER RECEIPT OF THE OWNER'S NOTICE, THE OWNER WILL COLLECT THE CLAIM AND MUST MAIL YOU THE REMAINING DEPOSIT, IF ANY.

IF THE OWNER FAILS TO TIMELY MAIL YOU NOTICE, THE OWNER MUST RETURN THE DEPOSIT BUT MAY LATER FILE A LAWSUIT AGAINST YOU FOR DAMAGES. IF YOU FAIL TO TIMELY OBJECT TO A CLAIM, THE OWNER MAY COLLECT FROM THE DEPOSIT, BUT YOU MAY LATER FILE A LAWSUIT CLAIMING A REFUND.


YOU SHOULD ATTEMPT TO INFORMALLY RESOLVE ANY DISPUTE BEFORE FILING A LAWSUIT. GENERALLY, THE PARTY IN WHOSE FAVOR A JUDGMENT IS RENDERED WILL BE AWARDED COSTS AND ATTORNEY FEES PAYABLE BY THE LOSING PARTY.

THIS DISCLOSURE IS BASIC. PLEASE REFER TO PART II OF CHAPTER 83, FLORIDA STATUTES, TO DETERMINE YOUR LEGAL RIGHTS AND OBLIGATIONS.

7. **UTILITIES:** We provide the water, sewer, trash collection and pest control for standard usage at your apartment. You pay for these utilities monthly in addition to your rent through the Monthly Utilities Charge referenced in section 4. You shall pay for all other utilities, related deposits, excess usage of the utilities listed in the first sentence that exceeds standard usage, and any charges, fees, or services on such utilities. You must NOT allow utilities to be disconnected - including disconnection for not paying your bills - until the lease term or renewal period ends and you have vacated the premises. Utilities may be used for only normal household purposes and must not be wasted or used for business purposes. If your electricity is ever interrupted, you must use only battery-operated lighting. If any utilities are sub-metered for the apartment, or prorated by an allocation formula, we will attach a Utility and Service Addendum to this Lease Contract, which shall be incorporated into this Lease Contract by this reference. Resident shall not heat the apartment using gas operated stoves or ovens.

Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent and additional rent charges and then to the base Monthly Rent charges last. Failure to maintain utilities as required is a material violation of the Lease and may result, at our discretion, in the termination of the Lease, eviction and /or any other remedies permitted under the Lease and Florida law.

8. **INSURANCE:** We do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from any cause, including, but not limited to, fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited / uninvited guests or vandalism unless otherwise required by law.

 5/17/2023 Resident Initials:

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